

116 S. Hedge St.

MORTGAGE OF REAL ESTATE - Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

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GREENVILLE S.C.

BOOK 1585 PAGE 430

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

JOHN TANNERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, SAMUEL J. POOLE and LINDA M. POOLE

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROY FLEMING, GLENN FLEMING, VIRGIL F. BASS, DORIS F. McCALL AND REVELLE B. FLEMING

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of SEVEN THOUSAND SIX HUNDRED FORTY-FIVE and NO/100 (\$7,645.00) ----- Dollars (\$7,645.00) due and payable

in sixty (60) equal installments of One Hundred forty-seven & 80/100 (\$147.80), beginning December 14, 1982

with interest thereon from date at the rate of six (6%) per centum per annum, to be paid: monthly

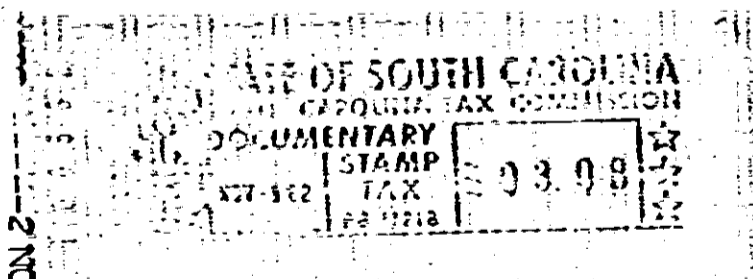
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville near Simpsonville, being located on the northeastern side of McKinney Road and having, according to plat of survey for Samuel J. and Linda M. Poole, prepared by C. O. Riddle, R.L.S., dated November 11, 1981, recorded in the RMC Office for Greenville County in Plat Book 9-H at page 28, the following metes and bounds, to-wit:

BEGINNING at a nail and bottlecap in old McKinney Road, which nail and bottlecap is located S. 34-48 W., 34.85 feet from old iron pin at or near the northeastern edge of McKinney Road; thence a line in McKinney Road S. 25-56 E. 28.66 feet to a railroad spike placed; thence with other property of Grantors herein N. 34-48 E. 827.53 feet to an iron pin placed; thence continuing with Grantors' line S. 38-49 E. 275.37 feet to an old iron pin; thence continuing with line of property of Grantors herein N. 33-26 E. 639.49 feet to an old iron pin; thence with line of property now or formerly of Earl T. Baughman N. 47-44 W. 275.94 feet to an old iron pin; thence with line of property of Grantees herein S. 34-48 W. 1410.94 feet to a point in line of property of Grantees herein S. 34-48 W. 1410.94 feet to a point in McKinney Road, passing over several iron pin, the last iron pin being 34.84 feet back line line to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Roy Fleming, et al, of even date, to be recorded herewith.



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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